

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

IN RE:

FTX TRADING LTD., *et al.*,¹

Debtors.

CHAPTER 11

CASE NO. 22-11068 (JTD)

(Jointly Administered)

Attached hereto is Exhibit “A” the Transfer and Assignment Agreement.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The location of Debtors’ principal of business and the Debtors’ service address in these Chapter 11 cases is: 10-11 Mandolin Place, Friars Hill Road, St. John’s, Antigua and Barbuda.

Exhibit "A"

AGREEMENT OF CONVEYANCE, TRANSFER AND ASSIGNMENT OF ASSETS AND ASSUMPTION OF OBLIGATIONS

This Agreement of Conveyance, Transfer and Assignment of Assets and Assumption of Obligations ("Transfer and Assumption Agreement") is made as of December 31st, 2022, by and between Celestial Technology LLC and ("Assignor"), and Curio Financial Technology Inc ("Assignee").

WHEREAS, Assignor has opened account(s) and placed funds with FTX Trading Ltd (the "FTX Assets"); and

WHEREAS, Assignor desires to convey, transfer and assign to Assignee, and Assignee desires to acquire from Assignor, all of the FTX Assets of Assignor, and in connection therewith, Assignee has agreed to assume all of the liabilities of Assignor relating to the FTX Assets, on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Section 1. Assignment.

1.1. Assignment of Assets. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Assignor, Assignor does hereby assign, grant, bargain, sell, convey, transfer and deliver to Assignee, and its successors and assigns, all of Assignor's right, title and interest in, to the FTX Assets, including, but not limited to, the transfers made by Chris Cashwell to FTX Trading Ltd on 11/08/2022 (date).

1.2. Further Assurances. Assignor shall from time to time after the date hereof at the request of Assignee and without further consideration execute and deliver to Assignee such additional instruments of transfer and assignment, including without limitation any bills of sale, assignments of leases, deeds, and other recordable instruments of assignment, transfer and conveyance, in addition to this Transfer and Assumption Agreement, as Assignee shall reasonably request to evidence more fully the assignment by Assignor to Assignee of the FTX Assets.

2. Section 2. Assumption of Liabilities and Cancellation of Shares.

2.1. Assumed Liabilities. As of the date hereof, Assignee hereby assumes and agrees to pay, perform and discharge, fully and completely, (i) all liabilities, commitments, contracts, agreements, obligations or other claims against Assignor, whether known or unknown, asserted or unasserted, accrued or unaccrued, absolute or contingent, liquidated or unliquidated, due or to become due, and whether contractual, statutory, or otherwise associated with the FTX Assets (the "Liabilities").

2.2. Further Assurances. Assignee shall from time to time after the date hereof at the request of Assignor and without further consideration execute and deliver to Assignor such additional instruments of assumption in addition to this Transfer and Assumption Agreement as

Assignor shall reasonably request to evidence more fully the assumption by Assignee of the Liabilities.

3. **Section 3. Headings.** The descriptive headings contained in this Transfer and Assumption Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Transfer and Assumption Agreement.
4. **Section 4. Governing Law.** This Transfer and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed entirely within that state, except that any conveyances of leaseholds and real property made herein shall be governed by the laws of the respective jurisdictions in which such property is located.

IN WITNESS WHEREOF, this Transfer and Assumption Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

CELESTIAL TECHNOLOGY LLC

DocuSigned by:



AA775D5C4E63499
By: /s/ Chris Cashwell
Manager

Curio Financial Technology Inc

DocuSigned by:



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By: /s/ Bryan Keltner
President